

REMARKS

This paper is filed in response to the final Office action mailed June 18, 2003, in which claims 1-8 are rejected, and following a telephone interview with the Examiner on July 14 2003.

Telephone Interview Summary

In the telephone interview on July 14, 2003, applicant's attorney expressed the opinion that the Examiner was not being fair in the final Office action, in at least two respects: first, the final Office action exactly repeats the assertions made in the previous Office action (with respect to references cited in combination) without giving the applicant an explanation as to why applicant's arguments were not found persuasive; and second, the Office action rejects the claims of the application under 35 USC section 112, second paragraph, not for not distinctly claiming the invention, but instead based on alleged prior art, prior art that the Examiner did not provide to the applicant. The Examiner disagreed that he was being unfair, and instead of providing any of the alleged prior art to which he referred in his 112 rejections, the Examiner simply indicated that he personally had received "digital coupons" via e-mail, and on that basis was rejecting all of the claims of the application under 35 USC section 112, second paragraph. Applicant's attorney urged the Examiner to show the Office action to other Examiners and to ask them if they think the Office action is fair. In addition, applicant's attorney expressed the opinion that he believed it was also unfair to read onto a mere e-mail address in a database the step recited in claim 1 in which a sender affixes a stamp (as set out in the

claims) to an e-mail and sends the e-mail to a recipient. The Examiner disagreed, but offered no explanation.

Rejections under 35 USC §103

At paragraph 3 of the Office action, claims 1-7 are rejected under 35 USC §103 as unpatentable over Boesch *et al.* (U.S. Pat. No. 5,870,473) in view of Kravitz (U.S. Pat. No. 6,029,150), and further in view of Tycksen, Jr. *et al.* (U.S. Pat. No. 6,189,097).

In so rejecting the claims of the application, the Examiner exactly repeats the assertions made in the previous Office action regarding the teachings and suggestions of Boesch *et al.* and Kravitz, without responding to applicant's arguments countering those assertions. Applicant respectfully renews the arguments put forth in the previous Office action in respect to the assertions made in the previous Office action regarding the teachings and suggestions of Boesch *et al.* and Kravitz. For example, the assertion by the Examiner that Fig. 4B/120B teaches or suggests "affixing the instrument [a credit card number, e.g., which the Examiner likens to a stamp according to the invention] to an e-mail message," when Fig. 4B/120B shows only an e-mail address in a database, is indefensible. Applicant has not claimed to have invented e-mail addresses, or storing e-mail addresses in a database. Instead, applicant has carefully recited a series of steps by which the recipient of an e-mail is in effect paid to read the e-mail, the steps including issuing a stamp to a sender (the stamp recited as a string that is a concatenation of two or more fields including a face value and a lifespan, with at least one of the fields calculated according to a prescription involving a hashing or encryption of a concatenation of others of the fields or of some other field not part of the stamp), having the sender

affix the stamp to an e-mail and send it to a receiver, and having the receiver redeem the stamp for the indicated value (i.e. for an amount of money, as made clear in the application throughout). The Examiner has provided absolutely no explanation as to how the mere existence of an e-mail address in a database teaches or suggests affixing a stamp (as recited) to an e-mail.

With respect to the assertions made regarding Tycksen, applicant concedes the existence of digital coupons, and respectfully submits that is all that Tycksen discloses. Tycksen nowhere discloses, nor does the Examiner ever actually assert that Tycksen discloses any of the steps recited in claim 1. For example, the Examiner asserts that Tycksen teaches a digital certificate with an issue time, but does not indicate what if any recitation in any of the claims is being read on such a teaching. As another example, the Examiner asserts that Tycksen teaches a value for use by a purchaser, citing Fig. 2. But the only possible indication of value in Fig. 2 (or the accompanying description) is a data flow indicating "payment interaction" which is explained in the accompanying description (beginning last line of col. 4) to be an interaction between a purchaser and a payment authority in which the purchaser provides a credit card number to the authority. How this has anything whatsoever to do with any of the steps recited in any of the claims of the application is not explained.

Accordingly, applicant respectfully requests that the rejections under 35 USC §103 of claims 1-8 be reconsidered and withdrawn.

Rejections under 35 USC §112, second paragraph

At paragraph 8 of the Office action, claims 1-8 are rejected under 35 USC §112, second paragraph, based on art not

cited or provided. Were it not for the above-described telephone interview with the Examiner, applicant would have had no basis for responding to these rejections, but as explained above, the Examiner indicated he had personally received "digital coupons" via e-mail, and on that basis he was rejecting all of the claims of the application. In preparing this paper, applicant's attorney used a well-known search engine (Google) to search for "digital coupons" and encloses herewith a printout of the web pages that resulted from the first two hits. Applicant is not providing these pages in an information disclosure statement because applicant does not consider them material to patentability. In one case, a "digital coupon" is an image of an ordinary coupon, one that can be printed out and taken to a merchant to get a free or discounted service or product. In the other case, a "digital coupon" is an offer code for a free or discounted service or product. There is no teaching or suggestion in the enclosed web pages of the issuing, affixing, and redeeming of a digital stamp as recited in all of the claims of the application. Besides the fact that the digital coupons shown are not stamps, as recited (concatenations of several different fields including hashes of some fields), one does not get money for them; one gets a free product or service or a discount from the usual price for a product or service. The "value" provided by such coupons is therefore different in kind from that provided by the stamps of the invention; roughly speaking, you cannot take such a digital coupon to the bank, but you can do that with a (redeemed) stamp according to the invention.

Accordingly, applicant respectfully requests that the rejections under 35 USC §112, second paragraph, of claims 1-8 be reconsidered and withdrawn.

Attorney Docket No.: 2-604.6-1
Serial No.: 09/741,207

Conclusion


For all the foregoing reasons it is believed that claims 1-8 are in condition for allowance and their passage to issue is earnestly solicited.

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Date

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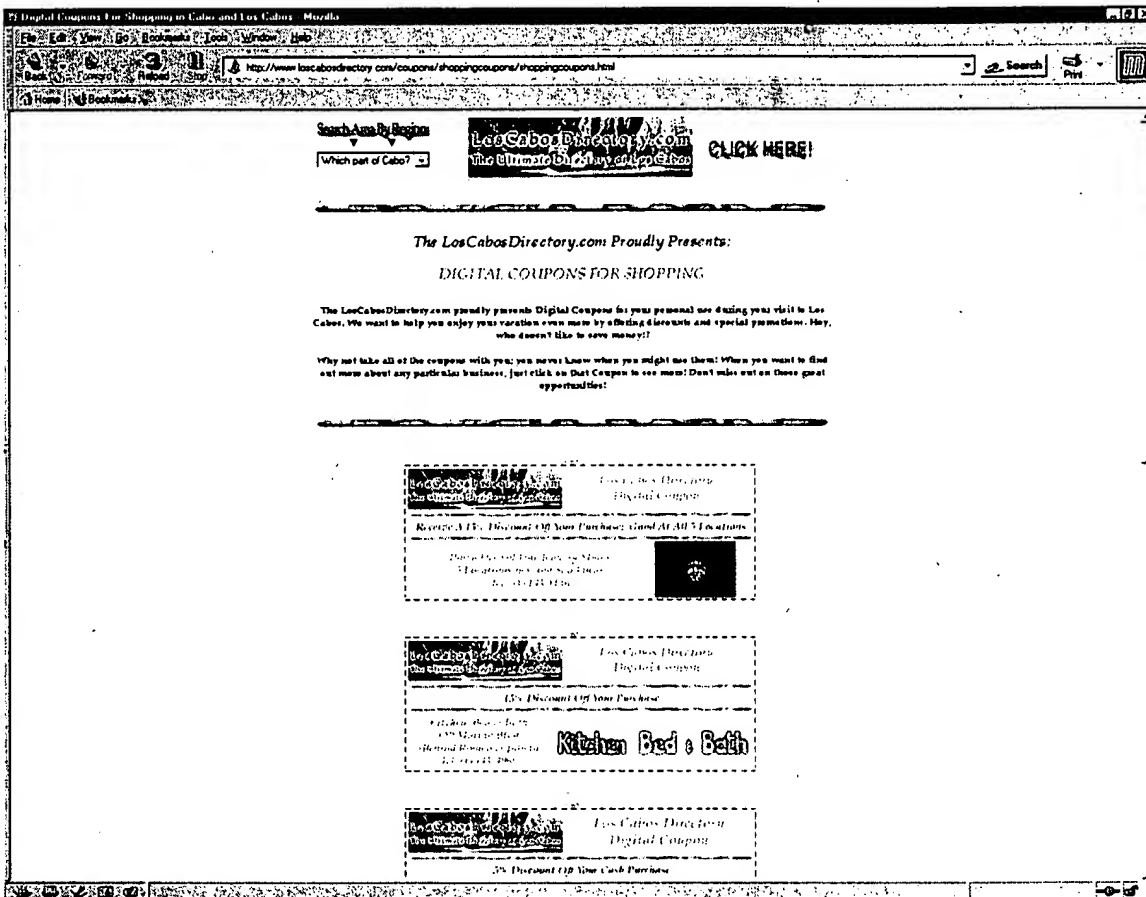
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Enclosure for response to paper no. 4

<http://www.loscabosdirectory.com/coupons/shoppingcoupons/shoppingcoupons.html>





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